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PLEASE TO:
Rocky Mountain Power
Lisa Louder
1407 WN Temple Suite 110
Salt Lake City Utah 84116

ENT 124906:2019 PG 1 of 10
JEFFERY SMITH
UTAH COUNTY RECORDER
2019 Nov 26 12:08 pm FEE 40.00 BY LT
RECORDED FOR PACIFICORP

EASEMENT AGREEMENT

Easement No. 2283
Fund: School

THIS EASEMENT AGREEMENT is made and entered into as of this 12th day of NOV, 2019 (the "Effective Date") by and among THE STATE OF UTAH, by and through the School and Institutional Trust Lands Administration, 675 East 500 South, Suite 500, Salt Lake City, Utah 84102, Attn. Easement Specialist ("Grantor") and PacifiCorp dba Rocky Mountain Power, an Oregon corporation, 1407 West North Temple, Suite 110, Salt Lake City, Utah 84116 ("Grantee").

Recitals

- A. Grantor is an independent state agency responsible for management of state trust lands, including the lands that are the subject of this Easement Agreement. *Utah*
- B. Grantor is willing to grant to Grantee an easement across state trust lands on the terms and conditions set forth in this Easement Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. **Grant of Easement.** Subject to the terms and conditions of this Easement Agreement, Grantor hereby grants to Grantee an easement (the "Easement") over and across the state trust lands legally described in Exhibit "A" attached hereto and incorporated by reference (the "Easement Area").
2. **Purpose of Easement.** The Easement is granted for the construction, installation, reconstruction, operation, and maintenance of an overhead 138kV electrical transmission and distribution line and associated facilities and equipment (the "Power Line"), and activities reasonably incident to that use.
3. **Term of Easement.** The Easement is granted for a perpetual term, or until the Power Line is abandoned, or is permanently placed or rendered out of service, at which time the Easement shall be forfeited and terminated.
4. **Covenants Run with the Land.** Except as provided to the contrary in this Easement Agreement, the grant of the Easement and all other provisions of this Easement Agreement shall constitute covenants running with the land, and shall be binding on and shall inure to the benefit of the parties to this Easement Agreement and their respective successors and assigns.
5. **Consideration.** The Easement is granted for good and valuable consideration paid by Grantee, receipt of which is acknowledged by Grantor.
6. **Prepayment of Administrative Fee.** The administrative fee required by Utah Administrative Code R850-40-1800 is included in the consideration paid by Grantee set forth in Paragraph 5 of this

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Easement Agreement, and will not be charged periodically by Grantor during the term of the Easement.

7. **No Cost to Grantor.** Grantee shall pay all costs and expenses arising out of or related to the construction, operation, and maintenance of the Power Line.
8. **Third Party Rights.** The Easement is issued subject to valid existing rights, whether or not of record. Grantee represents that it has notified holders of state issued interests in the area surrounding the Easement, as set forth in Exhibit "B" attached hereto, of Grantee's rights and plans hereunder, and Grantee assumes responsibility for coordination of its activities with such other interested parties.
9. **No Warranty of Title.** Grantor claims title to the lands described in Exhibit "A" in fee simple, but does not warrant the validity of Grantor's title to the subject property. Grantee assumes the risk of all title defects, and hereby releases Grantor from any claim for damages or refund caused by deficiency or failure of Grantor's title, or by interference by any third party.
10. **Easement Non-Exclusive; Access.** The Easement is non-exclusive, and Grantor reserves the right to issue other non-exclusive easements, leases, or permits on or across the subject property on terms that will not unreasonably interfere with Grantee's operations. Grantor further reserves the right to dispose of the property by sale, lease or exchange, and the right to utilize the Easement for access to and from lands owned by Grantor on both sides of the Easement Area, including the construction of road and utility crossings. Grantee shall have the right of access along and within the Easement Area and the right of access to the Easement Area across Grantor's adjacent lands as may be reasonably necessary or convenient to carry out the purposes for which the Easement is granted. Grantor may not fence the Easement Area or preclude continuous longitudinal travel by persons, vehicles or equipment, except as otherwise agreed to in writing by Grantee.
11. **Grantor's Use of the Easement Area.** Grantor may use the Easement Area for any purpose that is not inconsistent with the purposes for which this Easement is granted; provided that Grantor expressly agrees that, within the Easement Area, Grantor shall not without the written consent of Grantee: (a) construct or authorize any above-ground building or structure of any kind or nature; (b) excavate or authorize excavation of any portion of the Easement Area in a manner that undermines or removes lateral support from any pole or structure, or that prevents or impairs Grantee's access to any pole or structure; (c) place, utilize or authorize anything, including equipment or vehicles, that exceeds twelve feet (12') in height in the Easement Area; (d) increase or authorize activities to increase the existing ground elevation; (e) light or authorize any fires, or store or authorize storage of flammable or hazardous materials; or (f) otherwise use, or authorize to be used, the Easement Area in any manner that violates the National Electrical Safety Code or Grantee's then-current safety clearance standards, as may be amended from time to time. Copies of the National Electrical Safety Code and Grantee's safety clearance standards shall be provided to Grantor upon request.

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12. **Vegetation Management.** Grantor may not plant any species of trees or other vegetation within the Easement Area that will grow to a height greater than twelve feet (12'), or outside of the Easement Area that will grow within twenty-five feet (25') of the transmission line conductor. Grantee shall have the right to prune or remove all vegetation that is in violation of the foregoing or, in Grantee's reasonable opinion, interferes with or is causing or may cause a threat of harm to the Power Line.

13. **Relocation; Limitations; Cost Borne by Grantor.** Grantor shall have the option, at its sole cost, to cause any improvements or facilities located on the Easement Area to be relocated, provided that: (i) Grantor provides Grantee with another suitable location that does not interfere with Grantee's ability to provide safe, efficient, and reliable power service to its customers; (ii) Grantee is able to obtain any and all permits necessary for the relocation; and (iii) Grantor bears the cost for the relocation if Grantor elects to have Grantee relocate facilities under this provision.

14. **Reservation of Minerals; Leasing.** Grantor reserves the right to lease the subject property for the exploration, development and production of oil, gas and all other minerals, together with the right of ingress and egress across the Easement, on terms that will not unreasonably interfere with Grantee's rights expressed herein. This Easement Agreement does not give Grantee any right to remove or utilize sand and gravel or any other material without a separate permit from Grantor.

15. **Compliance with Law; Standards.** Grantee shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to its use of the Easement, whether now in existence or hereafter enacted, including without limitation any regulations enacted by Grantor or a successor agency. Grantee shall construct, operate and maintain the Power Line in accordance with applicable building codes and industry best practices, and shall take all precautions reasonably necessary to avoid waste and prevent pollution or deterioration of lands and waters within or in the vicinity of the Easement.

16. **Additional Covenants.**

- a. **As-Built Survey.** After completion of construction of the Power Line, upon written request by Grantor, Grantee shall provide Grantor with an as-built survey prepared by a licensed Utah engineer or surveyor depicting in detail all of Grantee's improvements located on the Easement Area. Grantee shall update the as-built survey from time to time as material improvements are added, removed or replaced by Grantee.
- b. **Antiquities.** All articles of antiquity, cultural resources, paleontological resources, and treasure-trove in or upon the Easement Area are and shall remain the property of Grantor. Prior to surface disturbance of the Easement Area, Grantee shall obtain cultural resources clearances from Grantor and the State Historic Preservation Officer in accordance with Utah Administrative Code R850-60 and applicable state historic preservation law. All costs associated with archaeological and paleontological investigations on the Easement Area

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- arising in connection with Grantee's Project will be borne by Grantee. In the event that Grantee discovers ancient human remains or a "site" or "specimen," as defined in Section 9-8-302 or 79-3-5 Utah Code Annotated, as amended, on the Easement Area, Grantee shall cease all construction in the immediate area of such discovery until such time as such items have been treated in accordance with state law.
- c. Wildfire. Grantee shall at all times take reasonable precautions to prevent wildfires from starting or spreading on the Easement Area, and shall comply with all applicable laws, regulations and directives of any governmental agency having jurisdiction with respect to fire prevention and control. In the event that Grantee or its employees, contractors or licensees cause a wildfire that necessitates suppression action, Grantee agrees to pay the costs of any necessary fire suppression activities incurred as a result of the wildfire, in accordance with Utah law.
- d. Intermediate Reclamation. Upon completion of construction of the Power Line, Grantee shall use reasonable efforts to reclaim disturbed areas not required for continuing operations by leveling, reseeding and other reasonably necessary steps to prevent soil erosion, promote the establishment of suitable vegetation, and control noxious weeds and pests.
- e. Fill Materials and Waste. Grantee shall not allow any deposit of ballast, refuse, garbage, waste matter, chemical, biological or other wastes or pollutants within or upon the Easement Area by Grantee or its agents, employees or contractors. If the Grantee fails to remove all fill material, wastes or materials described above from the Easement, Grantor may at its option remove such materials and charge the Grantee for the cost of removal and disposal.
- f. Removal of Improvements and Reclamation Upon Termination. In the event the Easement terminates because the Power Line is abandoned or permanently placed out of service, as set forth in Paragraph 3, Grantee shall reclaim the Easement by properly removing the Power Line and all other structures, equipment and debris, recontouring the Easement to its approximate original contour, and reseed the Easement, as necessary in the reasonable judgment of Grantor to prevent soil erosion, promote the establishment of suitable vegetation, and control noxious weeds and pests. Grantee shall further abate any hazardous condition on or associated with its use of the Easement. Grantee shall have the right to re-enter the subject property for reclamation purposes for a reasonable period after termination of the Easement.
17. Assignment. Grantee shall not assign or sublease all or part of this Easement without Grantor's prior written consent, which consent shall not be unreasonably withheld. Any assignment or sublease made without Grantor's consent will be ineffective as to Grantor. Grantor may withhold consent to any assignment or sublease if Grantee is in default under this Easement Agreement. No assignment or sublease will operate to relieve Grantee of any obligations under this Easement Agreement. Transfers in ownership associated with any corporate merger, or any acquisition or

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disposition of ownership of Grantee's corporate parent, do not require Grantor's consent under this paragraph.

18. **General Provisions.**

- a. **Waiver of Breach.** No waiver of the breach of any provisions of this Easement Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other provision of this Easement Agreement. The failure to enforce or perform any provision of this Easement Agreement shall not be deemed a waiver of any such right.
- b. **Attorney's Fees.** If any legal action is brought by any party to this Easement Agreement in respect of its rights under the agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs as determined by the court.
- c. **Severability.** The invalidity of any provision of this Easement Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision of the agreement.
- d. **Governing Law; Venue.** This Easement Agreement shall be governed by and construed in accordance with the laws of the State of Utah, without regard to its choice or conflicts of laws principles that may refer the interpretation hereof to the laws of another state. Grantee consents to suit in the state courts of Utah, and any action brought in connection with this Easement Agreement shall be brought in the Third District Court for Salt Lake County, Utah, subject, however, to any legal requirement for prior exhaustion of administrative remedies.
- e. **Quitclaim.** In the event the Easement terminates because the Power Line is abandoned or permanently placed out of service, as set forth in Paragraph 3, Grantee shall execute, acknowledge and deliver to Grantor, within thirty (30) days after written demand from Grantor to Grantee, any quitclaim deed or other document reasonably deemed necessary or desirable by Grantor to remove the cloud of this Easement from the real property subject to this Easement Agreement.
- f. **No Waiver of Sovereign Immunity.** By this Easement Agreement, Grantor does not waive, limit, or modify any sovereign immunity from suit.
- g. **Jury Waiver.** To the fullest extent permitted by law, Grantor and Grantee each waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Easement. Grantor and Grantee each further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

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- h. Indemnity. Grantee agrees to indemnify and hold Grantor harmless from and against any and all liability arising out of Grantee's activities on the Easement Area, including, without limitation, injury or death, damage to property, including contamination of any soil, ground water, or other environmental contamination whether or not on or under the Easement Area, and shall include, without limitation, costs of cleanup, any civil penalties assessed for any such contamination or other remedial or preventative action. The obligation herein shall survive the termination of this Easement Agreement for any loss that shall have arisen prior to termination.
- i. Notice. Any notice provided hereunder shall be in writing and directed to the individual party's address first set forth in the preamble of this Easement Agreement. All notices shall be deposited in the United States mail, postage prepaid, certified mail, return receipt requested, or deposited with a reputable overnight courier, or hand delivered. Each party may designate any other address for purposes of this paragraph by providing written notice to the other party as described herein.
- j. Entire Agreement. This Easement Agreement sets forth all the promises, inducements, agreements, conditions, and understandings between Grantor and Grantee relative to the Easement, and there are no promises, agreements, conditions, or understandings, either oral or written, express or implied, between them other than are set forth herein. This Easement may be amended only by recording, in the office of the county recorder where the Easement Area is located, an instrument in writing reciting the terms of amendment and bearing the signatures of all parties hereto, or their successors or assigns.

[SIGNATURES ON NEXT PAGE]

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IN WITNESS WHEREOF, Grantor and Grantee have caused this Easement Agreement to be executed as of the Effective Date.

Grantor: STATE OF UTAH
School and Institutional
Trust Lands Administration

By: David Ure
DAVID URE, DIRECTOR

Grantee: PACIFICORP DBA ROCKY MOUNTAIN
POWER, an Oregon corporation

By: Brian Bridge
Name:
Its: SR. R/W AGENT

APPROVED AS TO FORM
SEAN D. REYES
ATTORNEY GENERAL

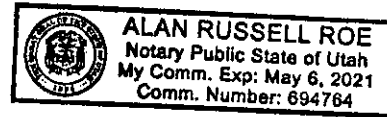
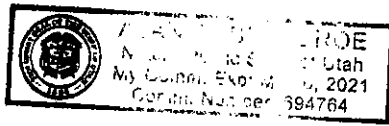
By: Sean D. Reyes
Special Assistant Attorney General

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STATE OF UTAH)
) §
COUNTY OF SALT LAKE)

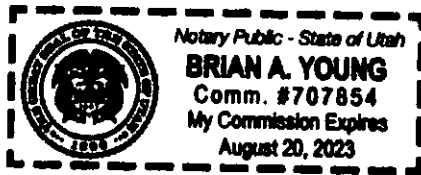
The foregoing instrument was acknowledged before me this 29th day of October, 2019, by David Ure, in his capacity as Director of the School and Institutional Trust Lands Administration.

Alan Russell Roe
Notary Public



STATE OF)
) §
COUNTY OF)

The foregoing instrument was acknowledged before me this 12th day of November, 2019, by Brian Bridge, in his capacity as Sr. ROW Agent of the Grantee.



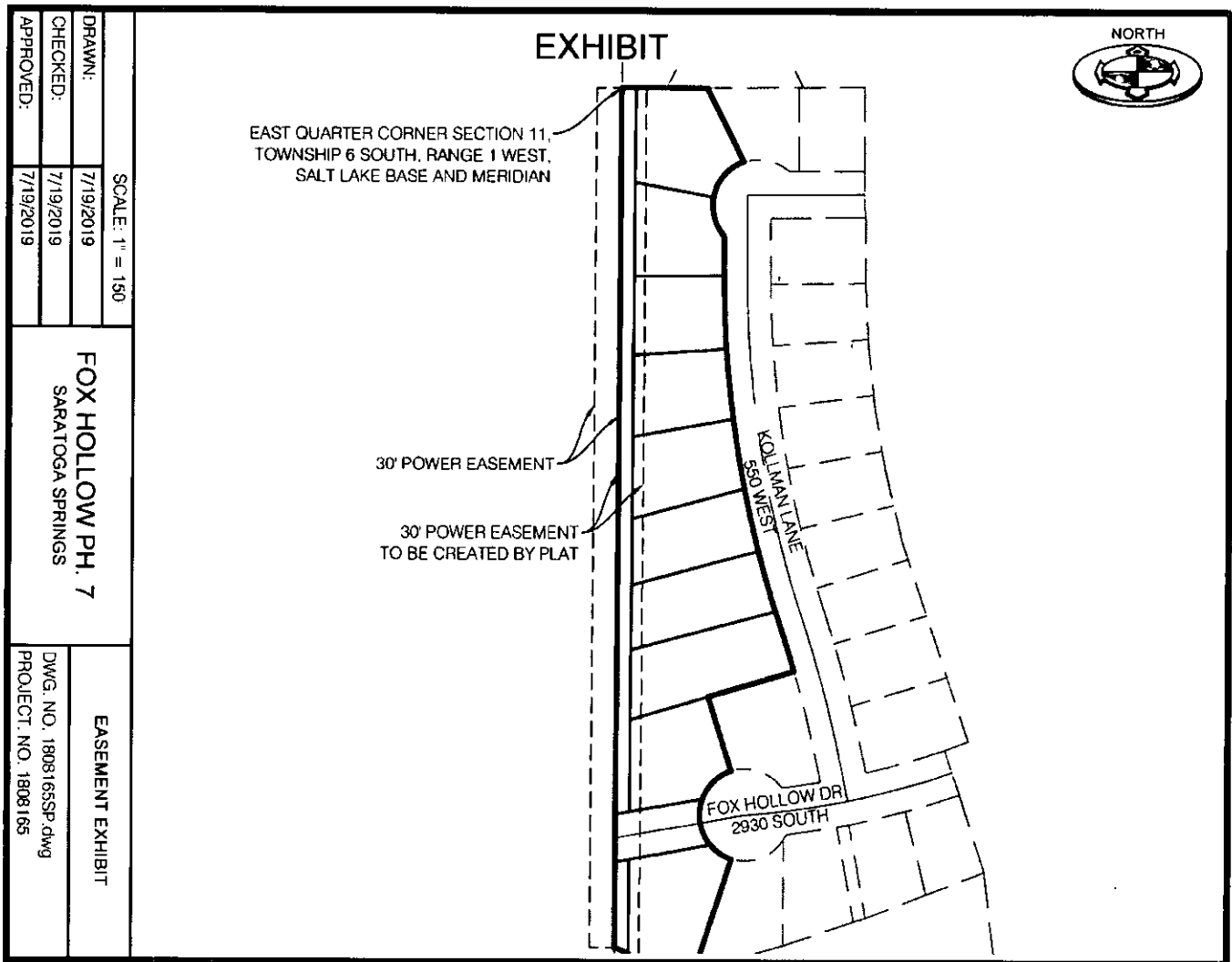
B. Young
Notary Public

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Exhibit "A" - Description

A 30 WIDE POWER LINE EASEMENT LOCATED IN THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 00°17'21" WEST 1026.77 FEET ALONG THE SECTION LINE; THENCE NORTH 89°42'45" WEST 30.00 FEET; THENCE NORTH 00°17'21" EAST 1026.77 FEET; THENCE SOUTH 89°42'45" EAST 30.00 FEET TO THE POINT OF BEGINNING.



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Exhibit "B"

ESMT #1880

Drainage Easement to Saratoga Springs City
Easement for drainage improvements and water/debris storage improvements in the NE ¼ of the SE ¼ of Section #11

ESMT #2118

Secondary Waterline Easement to Saratoga Springs City
Easement for secondary waterline improvements in the NE ¼ of the SE ¼ of Section #11

